

# SPECIAL EVENT - PUBLIC PROPERTY USER APPLICATION & AGREEMENT

# 0

# DO NOT USE FOR

\* Contractor vehicle permit OR

\* Single Day
Temporary Parking
Restriction
Request

# **DIRECTIONS**

# Step One:

- If this request involves closing a street Contact Lafayette Police – Special Operations Division / 765-807-1272
- If this request involves renting the Big Four Depot Community Room, Riehle Plaza, or John T. Myers Pedestrian Bridge Contact Facilities Department for availability / 765-807-1323

**Step Two:** 

 Complete and submit this application to Lafayette Clerk's Office City Hall, 2<sup>nd</sup> floor, 20 N 6<sup>th</sup> Street, Lafayette, IN / 765-807-1021

User Information
Date of Event: 5/2-10/31/2020Time: From: 5 am/pm to: 130 am/pm
Name: Peters Jores Organization: Latace He Farmers Market Greater
Street Address: 337 Columbia St Commerce
City: Latage HC State: 17 Zip Code: 47901
Contact person(s): The hele (u Jones Phone Number(s): 165 742 4044
Email: riones e greater latagette commerce.com
Event Description: Farmer's Madet (Weekly)
Caterer: Na Caterer's Phone Number: NA
This event will utilize the following venues (check all that apply):
Big 4 Depot - Community Room Riehle Plaza John T. Myers Bridge
City Right-of-way City Street Sidewalk Other
This event will include the following elements (check all that apply):
Estimated Attendance: Private Trash Hauler (must be removed by 8am following day)
Street/Sidewalk/Right-of-way restriction or closure Food or Beverages
Restroom Facilities (required for events 4+ hours)
Alcohol (security is required)  Security (required when serving alcohol)
Not sure if you need an A&E Permit? Go to:  Amusement & Entertainment Permit #http://www.in.gov/dhs/2795.htm
Stage Dutdoor cooker/grill Other

<u>Optio</u>	<u>mal Equipme</u>	ent & Service	es:					
T	raffic Control: l	oarricades, <b>N</b> o	<b>Parking</b> sig	ns, water barr	iers, <b>Road C</b>	losed Signs \$	325	
С	ity Equipment:	Trash totes, p	oicnic tables, of	ther \$25				
Time	t <b>able</b> (Minimu	m # of days. 2	Advanced plan	ning is encour	raged; seque	nce remains t	he same)	
				days	-		days	
Pre-planning		Notices Event Preparation			Event			
Begin		2nd week	3rd week	4th week	5th week	6th week	LVCIIL	
	First contact	Submit Application Pre-event Meeting	Contact Neighbors prior to Board of Works Hearing	Board of Works Public Hearing & Approval			Date of Event	
<u>Applie</u>	cation submi	ttal checklis	<u>st</u>					
	Application							
	Pre-event meeting (if required)							
	Good Neighbor letter to neighboring properties (send out prior to Board of Works hearing)							
	Letter of reque	st to Board of	Works (omit is	f only using Bi	g Four Depot	community r	oom)	
	Receipt – payment made to City of Lafayette							
	Damage Deposit: \$ (required only when renting Depo					oot)		
Permit Fee:		\$	(fee waived when renting Depot)			)		
	Rental Fee:		\$					
• ]	Equipment & S	ervices:	\$	(optio	onal)			
V	Certificate of In	surance						
	Amusement & Entertainment Permit #							
<u>1</u>	Not sure if you need an A&E Permit? Want more information? Go to: <a href="http://www.in.gov/dhs/2795.htm">http://www.in.gov/dhs/2795.htm</a> and see definition of A&E Permit in Rule and Regulations instructions found at the same link as the Special Event Application							
	Craffic Control	/ Public Safety	/ Emergency	Plan				
J (	User Agreement							
	Board of Public Works and Safety meeting (if required)							

# **USER AGREEMENT:**

INDEMNIFICATION AND RELEASE. In consideration of being permitted the use of the venue(s) indicated above on this document (the "Property"), which Property is owned by the City of Lafayette, User as indicated below, for User and User's legal representatives, successors, and assigns, hereby releases waives and discharges the City of Lafavette, it officers, departments and employees and of them (herein collectively, "City") from all liability to User and User's officers, members, legal representatives, successors, invitees and assigns (herein collectively "User") from any and all loss or damage, and any claim of damages resulting therefore, on account of injury to persons or property arising out of possession or use of the Property, whether caused by the negligence of City, or any of them, or otherwise, resulting during the time the User is entitled to occupy and use the Property. User shall exercise the privileges under this Agreement at User's own risk, and irrespective of any negligence of City, User shall indemnify and hold City harmless from any and all liability for all damages, costs, losses and expenses resulting from, arising out of, or in any way connected with User's use and possession of the Property, including attorney fees incurred by City in defending any action arising out of User's possession or use of the Property, whether caused by negligence of the City, or any of them, or otherwise. City shall not be liable to User for any reason whatever User's occupation or use of the Property shall be hindered or disturbed. User agrees that User has made inspection of the Property and is not relying upon any representations of City or any of them as to the condition of state of repair of the Property or to its suitability for any particular purpose. This release, waiver, and indemnification is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I have read the above Indemnification and Release and the Policy and Rules governing the use of any public property, city street, sidewalk or public property within the city's right-of-way, the James F. Riehle Plaza, Big Four Community Room, and John T. Myers Main Street Pedestrian Bridge. I agree on my own behalf, and on behalf of the group or organization I am authorized to represent, to such Indemnification and Release and to follow such Rules and Regulations which are incorporated and made a part of this user agreement.

"User"
By:
Signature
Printed: helpecca Jones
Date: 4/7/2020



Cindy Murray Board of Works City of Lafayette 20 N. 6th Street Lafayette, IN 47901

April 7, 2020

Dear Cindy,

We are writing to request approval for street closures for the Lafayette Farmers Markets. The dates, times and closures are listed below.

The following dates we are requesting that there be no parking on 5th Street between Main and Columbia Streets. The closure will take place from 5:00am to 1:30pm with market hours running from 8:00am to NOON.

November 21, 2020

On Saturdays from May 2, 2020 through October 31, 2020 we are requesting that there be no parking on 5th Street between Main and Columbia Streets. The closure will take place from 5:00am to 1:30pm with market hours running from 8:00am to 12:30pm.

We appreciate your consideration.

Sincerely,

Rebecca Jones

Purdue & Lafayette Farmers Market Manager

Greater Lafayette Commerce | 765-742-4044 office | 765-203-9393 cell

Lafayette .: Commerce

Be Greater!

337 Columbia Street Lafayette, IN 47901



April 7, 2020

Re: Historic Lafayette Farmers Market

Dear Downtown Stakeholder,

The Lafayette Farmers Market is just around the corner and Greater Lafayette Commerce wants to make you aware of some special dates and road closures we are requesting.

The Farmers Market takes place May – October every Saturday from 8:00am to 12:30pm with road closures at 5:00am to 1:00pm on 5<sup>th</sup> Street between Main and Columbia.

We will also be requesting **full closure** of 5<sup>th</sup> Street between Main and Columbia for the following Mini Market dates:

Saturday, November 21, 5:00am to 1:30pm – Thanksgiving Mini Market Market will run from 8:00am to Noon

Please let me know if you have any questions or concerns, (765) 742-4044. We appreciate your cooperation as we seek to raise awareness of downtown Lafayette and all it has to offer. Thank you in advance.

Sincerely,

Rebecca Jones
Purdue & Lafayette Farmers Market Manager
Greater Lafayette Commerce | 765-742-4044 office | 765-203-9393 cell



Be Greater!

337 Columbia Street Lafayette, IN 47901

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# ACORD...

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2020

\$2,000,000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Amanda Haynes		
MBAH Insurance	PHONE (A/C, No, Ext): 765 423-5421 FAX (A/C, No):		
2663 Duncan Road	E-MAIL ADDRESS: ahaynes@mbah.com		
Lafayette, IN 47904	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: The Cincinnati Insurance Company	10677	
INSURED	INSURER B : Accident Fund Insurance Co of America 10		
Lafayette-West Lafayette DevelopmentCorp	INSURER C:		
DBA: Greater Lafayette Commerce	INSURER D:		
P O Box 348	INSURER E:		
Lafayette, IN 47902	INSURER F:		
ACCUSED A COLOR	DEVICION NUMBER		

#### COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) LIMITS TYPE OF INSURANCE **POLICY NUMBER** COMMERCIAL GENERAL LIABILITY 03/01/2020 03/01/2021 EACH OCCURRENCE EPP0013610 \$1,000,000 Δ DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: \$2,000,000 GENERAL AGGREGATE

PRO-JECT \$2,000,000 PRODUCTS - COMP/OP AGG X POLICY LOC OTHER: 03/01/2020 03/01/2021 COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY EPP0013610 \$1,000,000 BODILY INJURY (Per person) \$ ANY AUTO SCHEDULED OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY X \$ UMBRELLA LIAB 03/01/2020 03/01/2021 EACH OCCURRENCE Α X X OCCUR EPP0013610 \$2,000,000

**RETENTION \$** DED WORKERS COMPENSATION 03/01/2020 03/01/2021 X PER STATUTE WCV5010320 AND EMPLOYERS' LIABILITY \$100,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N/A N E.L. DISEASE - EA EMPLOYEE \$100,000 (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT s500.000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Lafayette is an additional insured with respects to general liability.

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**EXCESS LIAB** 

CLAIMS-MADE

City of Lafavette 20 N 6th St Lafayette, IN 47901

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AGGREGATE** 

AUTHORIZED REPRESENTATIVE

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